

BASS COAST CYCLE CHALLENGE, INVERLOCH VICTORIA 16TH NOVEMBER 2013



WARNING UNDER THE AUSTRALIA CONSUMER LAW AND FAIR TRADING ACT 2012

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you-

- ❖ are rendered with due care and skill; and
- ❖ are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- ❖ might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the ***Australian Consumer Law and Fair Trading Act 2012***, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the ***Australian Consumer Law and Fair Trading Act 2012*** if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the ***Australian Consumer Law and Fair Trading Act 2012***.

TERMS AND CONDITIONS OF ENTRY

1. The participant warrants and represents that:
 - a. they are at least 18 years of age on the 16 November 2013 or they will be accompanied by a parent or guardian.
 - b. the cycling equipment that they utilise for the event is in good repair and safe condition.
 - c. they will wear an approved helmet at all times during the course of the event.
 - d. they have sufficiently prepared for the event and are not aware of any illness, injury, physical disability or impairment which may be detrimental to their health whilst participating in the event.

- e. they will advise the event organisers of any change in their health and physical condition.
- f. they enter and participate in the event at their own risk.
- g. they acknowledge that participation in the event can be inherently dangerous and there is certain risks associated with the event such as road conditions and weather, potential accidents, equipment failure, dehydration and over exertion which might result in personal injury or even death and/or damage to your property.
- h. they will accept the directions of event organisers in their absolute discretion at all times whilst participating in the event.
- i. they agree to accept any medical treatment provided to them by event organisers including emergency service providers considered reasonable during the course of the event.
- j. they are responsible for the security of their own personal possessions including their bicycle equipment and the event organisers are in no way responsible for repair or replacement of their personal possession for any reason whatsoever.

2. **RELEASES AND INDEMNITY**

- a. The participant release the event organisers from any and all claims, suits, action or demands arising in any way whatsoever from their participation in the event and they indemnify the event organisers in respect of any claim, suit, action or demand by any other person including any other participant arising in any way from their participation in the event or as a result of them transferring their entry to another person or arising from them permitting another person to participate in the event in their place.
- b. They acknowledge that under the ***Australian Consumer Law and Fair Trading Act 2012*** ("ACL") as a consumer of recreational services as defined by the Act certain implied terms, rights and liabilities are implied into a contract for the supply of goods or services but in this case those terms, rights and liabilities are expressly excluded to the extent permitted by law and by participating in the event they acknowledge and accept the waiver of these rights.

3. **INSURANCE**

The participant acknowledges that:

- a. whilst the event organisers do hold a limited insurance cover, that cover may not cover participants for any injury, loss or damage suffered by them as a result of their participation in the event.
- b. the event organisers make no representations as to the suitability of the cover and participants are strongly encouraged to seek and obtain their own insurance cover at their own expense.

4. **CANCELLATION**

If the event is cancelled for safety concerns or for any other purpose as a result of events beyond the control of the event organisers including without limitations strong winds, heavy rain, lightning, other weather conditions and/or accidents the participant agree that their entry fee shall be non-refundable and they have no claim against the event organisers for any loss or damage suffered as a result of such cancellation.

5. **MARKETING**

Participants authorise the event organisers to use their name and any photographs that are taken in the course of event for marketing and other purposes.

6. **DEFINITIONS**

a. "Event Organisers" include but is not limited to the organising committee of the Bass Coast Cycle Challenge, their agents, affiliates, directors, contractors, support crew, volunteers, members, sponsors, property owners, law enforcement agencies, emergency service providers, all public entities and any person or body directly or indirectly associated with the event.

b. "Participants" means the applicant for participation in the event and where the person is under the age of 18 years the consenting parent or guardian. It also includes that persons executors, trustee and permitted assigns.

7. **TERMS**

Participants accept the above terms and conditions as a condition of their entry and participation in the event.

Waiver of claim and terms and conditions of entry will need to be agreed to before proceeding to check out during online registration process.